

11/73 - 12/31/74

THIS AGREEMENT, Made this 3rd day of April, 1973

by and between:

TOWNSHIP OF MONTVILLE, a municipal corporation
of the State of New Jersey and County of Morris,
with offices at Municipal Building, Montville, N.J.,

Hereinafter referred to as the
"Employer"

and:

THE POLICEMEN'S BENEVOLENT ASSOCIATION
LOCAL NO. 140, N.J.P.B.A.

Hereinafter referred to as the
"Association"

WITNESSETH:

WHEREAS, pursuant to the Employer-Employee Relations Act,
Chapter 303, Laws of 1968 of the State of New Jersey (hereinafter
referred to as the Act), the aforesaid Association has been
selected as Representative by and for the Patrolmen for the
purpose of collective negotiations, the Employer recognizes the
Association and agrees as follows:

ARTICLE I - RECOGNITION

The Association shall be the sole and exclusive represent-
ative of the bargaining unit through its designated officers.
The bargaining unit covered by this Agreement shall not include
sergeants, lieutenants, captains or the Police Chief.

The Association covenants that all patrolman presently
employed by Montville Township have consented to the Association
acting as their representative and acknowledges that in reliance

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upon said covenant the Employer has not requested a representation election.

The negotiated Agreement shall apply only under conditions when members of the bargaining unit are engaged in the pursuit of their statutory duties, rules, regulations, policies and procedures of the Police Department in the service of the Employer. All such statutory duties, rules, regulations, policies and procedures presently in force and hereafter adopted shall continue in full force and effect, except as specifically modified by this Agreement.

It is further agreed that implicit in the relationship between the Employer and the Association, no employee or applicant be discriminated against regardless of such individual's race, color, religion, sex, age or national origin in conformance with existing laws.

ARTICLE II - HOURS OF WORK

The normal work week shall commence at 12:01 A.M. on Sunday and end at 12:00 Midnight the following Saturday.

Regular hours of work shall consist of forty (40) hours within this work week with the specific work schedule for each officer to be determined by the Chief of Police, or his designated representative.

ARTICLE III - OVERTIME

Section 1.

On certain occasions officers may be required to work overtime. The following rules will apply:

(a) The Employer will pay straight time, pro-rated for each hour or part thereof, for all hours or part thereof worked in excess of eight (8) per day.

(b) The Employer will pay straight time for any time spent by any police officer in the Superior Court, County Court, or Juvenile Court. Compensation for all court appearances shall be paid only in criminal cases where testimony is required on behalf of the Township or State of New Jersey in cases where the officer was acting in the course of his duties.

(c) A Report Form File will be provided at police headquarters for the purpose of logging all overtime in excess of forty hours per week. Whenever a police officer shall work in excess of eight hours in any work day or forty hours in any work week, any such excess hours shall be recorded on a Report Form and initialed by either a superior officer or the desk officer and filed with the Chief of Police.

Section 2.

Compensation for all overtime shall be authorized by the Chief of Police or his designated representative.

ARTICLE IV - VACATIONS

For the purposes of this Article, a year shall be considered as the calendar year commencing January 1 and ending December 31. The vacation schedule shall be made up by the Chief of Police. All full time officers will be granted vacation periods subject to the following service factors:

- A. Officers who have completed less than one year of service - one working day vacation for each month from the date of regular employment through December 31st.
- B. Officers who have completed one through five years of service - twelve working days.
- C. Officers who have completed five through ten years of service - fifteen working days.
- D. Officers who have completed ten through fifteen years of service - eighteen working days.
- E. Officers who have completed fifteen or more years of service - twenty-one working days.
- G. Vacations shall be taken during the calendar year and will not be considered cumulative. If for valid reason by virtue of work pressures the annual vacation or part thereof cannot be granted or taken, at the request of the officer this requirement may be waived for a period of up to one year only after

January 1 of the following calendar year on the recommendation of the Chief of Police. In no event shall vacation time be cumulative beyond the year next following the year such time would have been granted. For any vacation granted under this waiver, the rate of vacation pay shall be the same as that rate prevailing during the calendar year the vacation was due.

ARTICLE V - HOLIDAYS

Section 1. Designated Holidays.

The following days have been designated as holidays:

As promulgated by the Township Committee each year.

Section 2.

Officers shall be permitted three (3) personal days at regular daily salary, during the course of the calendar year on a non-cumulative basis. Personal days shall be granted for any personal reason without explanation being required, provided that at least twenty-four (24) hours notice is given to the Police Chief and provided further that such request may be refused in the event of a manpower shortage. Personal days shall not be utilized to extend vacation periods or be taken on designated holidays.

Section 3.

In lieu of holidays, the police officers shall receive payment for 12 days at their regular rate, prorated. This payment shall be made during the last week in November.

ARTICLE VI - MEAL PERIODS

Section 1.

All officers shall be entitled to a meal break of one-half (1/2) hour during each eight hour tour of duty, unless an emergency exists which prevents granting it. Failure to take lunch break shall not entitle officer to claim overtime pay or compensatory time off.

ARTICLE VII - WAGES

Section 1.

Effective January 1, 1973, all officers covered by this agreement shall receive salaries in accordance with the following schedule.

Patrolmen	)	Step 1 - \$ 9,700.00
	)	Step 2 - \$10,300.00
	)	Step 3 - \$10,900.00
	)	Step 4 - \$11,500.00
	)	Step 5 - \$12,100.00

Section 2.

Effective January 1, 1974, all officers covered by this Agreement shall receive salaries in accordance with the following schedule:

Patrolmen	)	Step 1 - \$ 9,900.00
	)	Step 2 - \$10,500.00
	)	Step 3 - \$11,100.00
	)	Step 4 - \$11,700.00
	)	Step 5 - \$12,300.00

Section 3.

Commencing on January 1, 1974, the following cost of living formula shall become effective.

(a) Within 30 days after the publication and issuance thereof, the Association shall deliver to the Employee a true copy of the Consumer Price Index, hereinafter called the Index, for New York City and Northern New Jersey, for all items of the Bureau of Labor Statistics of the United States Department of Labor Statistics of the United States Department of Labor for the year ending December 31, 1972, hereinafter called the base year, and for the year ending December 31, 1973. If the Index for the year ending December 31, 1973 shows a rise in the cost of living as compared to the Index for the month ending December 31, 1972, the Employer, as soon as possible thereafter shall furnish the Association with the computation of an additional amount, if any, to be paid for the year 1974, by reason of such a rise in the cost of living. Such additional amount, if any, shall not be considered as part of base pay, and shall be divided and paid in bi-weekly installments during the year 1974. The additional amount, if any shall be such percentage of basic salary as is contained in the statistics revealing a rise in living costs. ~~xxxxxxsuchxxxxadditionalxxxxamountxxxx~~
~~xxxxxxfivexxxx(5%)xxxxpercentxxxx~~

Section 4.

It is understood and agreed by the parties hereto that the salary and cost of living provisions contained herein are subject to the protest and referendum provisions of N.J.S.A.

40A:9-165 and such other similar statutory provisions as may be applicable.

ARTICLE VIII - LONGEVITY

Section 1.

Commencing January 1, 1974, in addition to base pay, officers shall be entitled to compensation for longevity of service based upon the anniversary employment date of employment in accordance with the following schedule:

- 1 thru 5 years of employment- No additional compensation
- 6th year of employment- 1% of base pay;
- 7th year of employment and thereafter- 1/2% in each year,
not to exceed 2%

For the purpose of payment only, longevity shall be added to the base pay and paid together with the regular salary.

ARTICLE IX - UNIFORMS AND UNIFORM ALLOWANCES

Section 1.

The Employer shall pay all officers a uniform allowance of \$250.00 per year, which sum shall be utilized for the purchase of uniforms and police-related items such as flashlights, leather goods, etc. Officers shall be responsible for the purchase of uniforms with this allowance.

Section 2.

The Employer shall provide replacements for any such foregoing uniforms or equipment, when necessary, as a result

of tear or damage in the line or duty. The maintenance and care of such uniforms provided by the Employer shall be the responsibility of individual officers.

Section 3.

All new regular officers shall be furnished with complete issue of uniforms and equipment, in lieu of the uniform allowance, during the first year of employment.

Section 4.

All uniforms shall be inspected by the Police Chief or his designated representative to insure uniformity.

ARTICLE X - INSURANCE AND RETIREMENT

The Employer shall pay the premiums for members of the bargaining unit ^{/and their dependents} covered under Blue Cross/Blue Shield, including the "Prevailing Fee" Program.

ARTICLE XI - EDUCATION

Section 1.

All officers shall receive additional compensation in the sum of \$15.00 per credit per year upon the completion of any college credits hereafter earned relating to police work, credits heretofore earned shall be paid at rate of \$10.00 per credit. Said amounts shall not be considered as part of base compensation.

Payment is to be considered only after a minimum of, nine (9) credits has been earned in a law enforcement program and/or at least one (1) course completed has been directly a law enforcement subject.

The law enforcement curriculum of the County College of Morris shall be used as a guide for courses which qualify for payment under the aforementioned benefits.

Section 2.

Any officer attending police school shall be paid regular salary while in school.

ARTICLE XII - ASSOCIATION ACTIVITIES

Section 1.

It is agreed that one Association State P.B.A. delegate shall be entitled to attend one monthly meeting of the State P.B.A. for one (1) day without loss of pay (provided the officer is scheduled for work within the 24 hour period beginning 12:01 a.m. of the day on which the meeting is held) and provided further that officer shall not be required to report for duty during that 24 hour period.

Section 2.

One (1) delegate and two (2) alternate delegates shall be permitted to attend the annual State P.B.A. Convention without loss of pay for a maximum of four (4) days each provided the Convention is for the purpose of promoting public safety.

Expenses up to a maximum of \$150 for each delegate shall be reimbursed upon submission of a voucher following the convention.

Section 3.

No member of the bargaining unit or officer of the Association shall be discriminated against because of his membership in, or lawful activity on behalf of, the Association.

ARTICLE XIII - DURATION

This contract shall become effective at 12:01 A.M., January 1, 1973, and shall continue in full force and effect until Midnight, December 31, 1974.

The parties may begin negotiations for a new Agreement not more than sixty (60) days prior to the expiration of this Agreement upon written notice by either party to the other.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

ATTEST:

Gladys C. Jarombek
Gladys C. Jarombek, Clerk

TOWNSHIP OF MONTVILLE-

By Frederick E. Eckhardt
Frederick E. Eckhardt, Mayor

ATTEST:

James D. Brown

THE POLICEMEN'S BENEVOLENT
ASSOCIATION, LOCAL NO. 140
N.J.P.B.A.

By Robert J. Brown